



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**SELECT BOARD
MEETING AGENDA**

June 16, 2020

7:00 p.m. Regular Meeting

Zoom Conference Link:

<https://us02web.zoom.us/j/83859384770>

Or Phone: 312-626-6799

Webinar ID: 838 5938 4770

International numbers available: <https://us02web.zoom.us/u/kb5Y8Rp4ku>

Notice to meeting attendees: Please note that the Select Board will hold a regular board meeting beginning at 7pm using the Zoom Meeting ID and Password above. At 6:30pm, the Board will hold an executive session in a non-publicized zoom meeting room which the public will not have access to. The Board will take a vote to open the meeting and immediately move into executive session in this private zoom meeting room. The meeting minutes reflecting the vote to open the meeting and move into executive session will be immediately released the following day to the website in draft form for the public to view. The executive session meetings minutes will be reviewed and approved at a later date in a later executive session. The Board may be a few minutes late to the regular zoom meeting room as a result of the executive session at 6:30pm. The regular session meeting will be recorded for playback on the Grafton TV Youtube Channel and Grafton Cable Television website.

A copy of the Grafton [PUBLIC MEETING REMOTE PARTICIPATION GUIDELINES](#) is attached to this agenda for reference. Please review the guidelines prior to joining the remote public meeting.

The Board will be holding a Public Comment section in the meeting, however, due to the limitations of remote participation it will be limited to written correspondence. Just like in person meetings, this section is limited to items not on the agenda. If you have something you would like heard during Public Comment, please document it, indicate that it is for the Public Comment section, please include your full name and address, and submit it to Bos@grafton-ma.gov by 2:00PM on Tuesday June 16, 2020 and it will be read into the record during the Public Comment section. General Correspondence to the Board will be handled as usual.

CALL TO ORDER

EXECUTIVE SESSION

MGL Chapter 30A, Sec 21(a)(1)(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ANNOUNCEMENTS

PUBLIC COMMENTS

1. SCHEDULE

- a.) [Coronavirus Update](#)
- b.) [PAYT Bags Policy for Low Income Seniors](#)
- c.) [School Committee – Budget Discussion](#)

2. RESIGNATIONS

- a.) [Election Worker – Molly Zarriello](#)

3. APPOINTMENTS

SELECT BOARD

- a.) [Affordable Housing – Dan Cusher](#)
- b.) [Annual Appointments](#)

TOWN ADMINISTRATOR

- c.) [Annual Appointments](#)

4. NEW BUSINESS

a.) [Vote to Sign Purchase and Sale Agreement for 8 Pine Street with GSXVentures/O'Connell Development Group](#)

b.) [Chapter 61A Withdrawal 42, 44, 46 East Street](#)

5. SELECT BOARD REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

a.) [Revitalization of Grafton Green Committee – Doreen DeFazio](#)

b.) [FY21 Budget](#)

8. MEETING MINUTES

ADJOURN

Complete Select Board Meeting Packet is available end of business on Friday at: <https://www.grafton-ma.gov/select-board/pages/select-board-meeting-packets>



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**PUBLIC MEETING
REMOTE PARTICIPATION GUIDELINES**

March 24, 2020

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, the various Boards and Committees representing the Town of Grafton will conduct their public meetings and hearings via remote participation. No in-person attendance of members of the public will be permitted.

In Advance of Meetings:

- All non-emergency items are still required to be properly posted at least 48 hours in advance of the meeting. This is still done by contacting the Clerk's Office.
- All members should receive the same documents for the meeting electronically
- Supporting documents should be posted on the Town website and be available for members of the public.
- For meetings with public participation, encourage written public comments.

Essential Components for Remote Meetings:

- Access to participate for a quorum of committee members at the time of the meeting.
- Ability to take minutes which accurately reflect the meeting and the votes taken.
- Ability to record meeting for playback (this is not required under the order, but is preferred)
- Ability to allow for real-time public participation/comments (this is not required under the order, but is preferred)
- Meetings with public hearings must provide access for third party participation to all members of the committee.

Identifying the Proper Medium to Conduct Meetings:

While we are suspending the use of Municipal Center Conference Rooms and the local broadcasting equipment, there are alternatives for Boards and Committees to consider. Below are a few options available to Committees. There may be alternatives that members are more comfortable using which will be permitted so long as the essential components for all meetings are met through use of that medium.

- *Executive Town of Grafton Zoom Account with Webinar Functions* – this account was purchased by the Town Administrator's Office and has a webinar function for hosting meetings that require public participation/third party access for participation. This method is currently the preferred method and should be used by Boards and Committees that have hearings and require third party participation through public comments or from

applicants seeking permits. (includes but is not limited to: Select Board, Planning Board, ZBA, CPC, School Committee, Conservation Commission)

- At this time, the Town only has one executive host account with a webinar feature. If you wish to use the executive zoom account with webinar feature, you may need to schedule meetings at different times/days than your board typically meets to ensure no conflict with other meetings.
- *Standard/Free Zoom Accounts* – Anyone can access a free zoom account with up to 100 participants for a maximum 40-minute meeting. This function will allow for Boards and Committees to record their meetings for future playback and the ability to share screens. Please note that there are several systems available that offer similar abilities and any of them can be used for this purpose. (ex. Google Meet, Skype for Business, Microsoft Teams, etc.)
- *Free Conference Call Line*- For Boards and Committees that typically do not have recorded meetings and require little third-party interaction, the free conference call line is an option. This option does not have a record feature so accurate minute taking is critical.
- *Local Cable Access*- Currently, the town is not allowing for local cable access broadcast through the conference rooms in the Municipal Center. However, to the extent possible, local cable will be used if it is accessible and safe for staff, committee members, and members of the public.

Use of Zoom for Remote Access to Public Meetings

Zoom Video Communications, Inc. (“Zoom”) can be used for remote conferencing services to allow for remote access to public meetings. Access numbers and web addresses will be provided as part of each meeting’s agenda posted to the town calendar on the homepage of Grafton’s website, www.grafton-ma.gov.

Meetings can be accessed from your personal computer, cellphone and/or telephone. It is anticipated that most Board and Committee meetings will continue to be broadcasted by Grafton Access Television through Zoom’s “Record” feature.

Protocols for Remote Public Meetings Using the Webinar Feature

- All participants entering the meeting via a personal computer (“computer participants”) are required to rename themselves with their official first and last name.
- Computer participants are encouraged to click on the “Participants” feature in Zoom to view all participants and to view/use the “Q&A” function to pose questions on the bottom of the screen.
- Computer participants may “Pin” to a particular video screen.
 - It is recommended to “Pin” to the staff member associated with the committee, or in the case where there is no staff member, to the Chairperson. This can be done by right clicking over the three (3) dots symbol in the top right corner of the staff/Chair’s video screen.
- The Chair or present support staff should adhere to the script provided as an attachment to this document for the purpose of properly recognizing members and providing information to the public. (This script is a draft/guide and should be tailored to your needs)
- The Chairman will identify him or herself.
- The Chairman will conduct a roll call of the Board.

- The Chairman will call the meeting to order.
- All participants (excluding Board members) will be muted throughout the meeting and must use the Q&A function.
- All participants are required to include their name and address when using the chat feature to pose a question through the Chairperson.
- All documents displayed throughout the meeting will be controlled by the present staff member or Chairperson.
 - Only computer participants will be able to view documents.
- If and when the Chairman allows for public comments/questions, it will be conducted in the following sequence:
 1. The Chairman will read public comments/questions received in advance of the meeting followed by real-time Board and/or applicant responses.
 2. The Chairman will read real-time comments/questions typed by computer participants in the “Q&A” feature followed by real-time Board and/or applicant responses.
 - Computer participants must click on “Q&A” to enter their comment/question.
 - The staff or Chair will address the question live to the Board. It will be discussed and then marked “answered” by the staff or Chair.
 3. The Chairman will ask if any other participants accessing the meeting have comments/questions.
- Board members needing to be recused at any point during the course of a meeting will be placed in a virtual “Waiting Room” by the staff person or Chairperson.

Directions to access meetings will be posted on agendas for the public when available.

1 a) CORONAVIRUS UPDATE

1 b) PAYT BAGS POLICY FOR LOW INCOME SENIORS

The attached updated policy is being proposed by the Council on Aging Director. It includes new income level requirements that mirror the tax work off program also administered by the Council on Aging.

Motion: I move the Board vote to accept the updated Pay As You Throw Subsidized Bag Policy #105 as presented.

ADMINISTRATIVE POLICY # 105

Pay As You Throw Subsidized Bag Policy

PURPOSE:

In order to provide assistance to low income families and senior citizens in Grafton, a subsidized fee program will apply to the Pay As You Throw program. This instituted policy will aid any individual in indigent conditions to qualify for reduced fee trash bags.

POLICY:

1. A completed application will be required and approval of standards met before bags can be collected.
2. The application will be submitted to the Senior Outreach Worker by the applicant, and a decision will be made within (5) business days.
3. Basis of subsidized bag cost will be established by average bag cost from retailers outside of PAYT program.
4. Bag distribution will be established by number of household residents and the applicant participating in the recycling program.
5. If the applicant is approved, the Council On Aging may then process the request. No Board or department can process any request without an approved application.
6. The applicant will receive approved number of subsidized bags once every month. Bags will be distributed the first full week of the month between 9:00 am – 1:00 pm.
7. Low income assistance qualifications meet the income limit as of November 1st identified as the Worcester County Median Low Income. The Median Low Income is set by the US Department of Housing and Urban Development. A copy of the year's federal tax return or other necessary documentation to verify income must be provided. Applicants will be approved for the program on an annual rolling basis. On November 1st of every year, it is the responsibility of the applicant to obtain a new application from the Senior Center Outreach Worker and reapply to the program.

Approved by: **SELECT BOARD**

Date: _____

1 c) SCHOOL COMMITTEE – BUDGET DISCUSSION

2 a) RESIGNATIONS – MOLLIE ZARRIELLO – ELECTION WORKER

Mollie Zarriello has indicated her need to resign as an election worker.

Motion: I move the Board vote to accept the resignation of Mollie Zarriello as an election worker.



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TOWN CLERK

Kandy L. Lavallee
Town Clerk

www.grafton-ma.gov
email: clerks@grafton-ma.gov

June 10, 2020

Select Board
30 Providence Road
Grafton, MA 01519

Dear Select Board,

Please accept this letter as a request to remove the following individuals as an Election Worker for the Town of Grafton:

Molly Zarriello
8 Rittenhouse Road
Grafton, MA 01519

Thank you,

Kandy L. Lavallee
Town Clerk

**3 a) APPOINTMENTS – SELECT BOARD – AFFORDABLE HOUSING TRUST
– DAN CUSHER**

Dan Cusher has applied to serve on the Affordable Housing Trust filling a two-year term spot vacated several months ago and due to expire on June 30, 2021. His application is attached.

Motion: I move the Board vote to appoint Dan Cusher to the Affordable Housing Trust for a two-year term due to expire on June 30, 2021.



GRAFTON
Massachusetts

Joann Duncan <duncanj@grafton-ma.gov>

New Citizen Activity Form Submitted

1 message

VTS_BoardCommitteeApp <VTS_BoardCommitteeApp@virtualtownhall.net>

Fri, May 29, 2020 at 10:00 AM

Reply-To: VTS_BoardCommitteeApp <VTS_BoardCommitteeApp@virtualtownhall.net>

A new Citizen Activity form was submitted on May 29, 2020 with the following information:

Name: Daniel S Cusher
Home Address: 6 Lordvale Blvd
North Grafton
Mail Address: 6 Lordvale Blvd
North Grafton
Phone Number(2): [(508)-439-9376 (C)]
Email Address: dscush@gmail.com
Current Occupation: Software Engineer, Lendbuzz
Narrative:

I've lived in Grafton for almost seven years and one thing I keep hearing is that we don't have enough affordable housing. I hear it expressed in various ways: seniors who raised families here can't afford to stay here; young adults who grew up here can't afford to start families here; and of course the emotion-free, just-the-facts expression of it, that a disruptive 40B development too big for its location could pop up anywhere in town.

As these conversations have been going on around me, I've been following along and learning a lot about the state of affordable housing in Massachusetts and the laws that govern it. The Commonwealth's affordable housing laws are far from perfect, but they do provide incentives and opportunities that Grafton should be taking advantage of. At the same time, we should be working with our state legislators to see if there are ways we can improve upon those laws; Grafton's struggle with affordable housing is a problem towns all across Massachusetts are dealing with.

I don't like to complain and do nothing. I like to help fix the problems I see around me. I'm a member of the Finance Committee, secretary for the Friends of the Grafton Public Library, and chair of the Grafton Democratic Town Committee. I do these things because I want to be part of the solution, especially when I see that not enough people are stepping up to help. I'm going to be taking a break from the Friends of the Library soon, and I would love to replace that commitment by filling one of the two vacancies on the Affordable Housing Trust and see how I can work together with the existing trustees to bring more affordable housing to our town.

Interested Boards/Committees:

___AFFORDABLE HOUSING TRUST



caf170.pdf
11K

3 b) APPOINTMENTS – SELECT BOARD – ANNUAL APPOINTMENTS

The Board is asked to approve the Annual Appointment list (re-appointment of current members). The terms of these members are due to expire June 30, 2020. They all have expressed an interest in being re-appointed.

Motion: I move the Board vote to approve the Annual Appointments as per the Appointment list dated June 16, 2020.

SELECT BOARD APPOINTMENTS

June 16, 2020

AFFORDABLE HOUSING TRUST

Dan Crossin, 2020

AGRICULTURAL COMMISSION (After 1st Year, 3 Year Terms)

Carolyn Weeks, 2023

CABLE TV OVERSIGHT COMMITTEE (One Year Term)

Robert Berger, 2020

Robert DeToma, 2020

Jim Gallagher, 2020

Robert Hassinger, 2020

John P. Kelley, 2020

Corson Wyman, 2020

CONSERVATION COMMISSION

Patrick Huegel, 2020

Alicia Bergeron, 2020

CONSTABLE (One Year Term)

Donald A. Booth, 2020

J. Roger Currier, 2020

Marianne Devries, 2020

Susan Fiacco, 2020

Cynthia Ide, 2020

John Manzi, 2020

Stephanie Rose Fleming, 2020

COUNCIL ON AGING (Four Year Term)

Ann Marie Allia, 2020

Marcella J. Benoit, 2020

Annette McCarthy, 2020

Nina Whiting, 2020

DISABILILTY COMMISSION

Catherine Dore, 2020

Roger Trahan, Jr., 2020

ELECTION OFFICIALS (One Year Term)

Seda Alex

Jean Avery

Marguerite Baril, Warden

Richard Barnard

Nancy Billings, Clerk

Sally Belezarian
Cecile Bergin
Joyce Berkwitz
Paula Berkwitz
Lydia Bogar
Joann Brennan
Linda Casey
Connie Collins
Eveline M. Cournoyer
Joyce David
Marion Dearing
Rosalind Dennis
Carman Dion
Laura Didio
Marie DiDonna
Ellen Dowling, Clerk
William Drago
Jeanne Ducasse
June Enos
Rosemary Flynn
Jan Garver-Flanders
Joan O. Foley
Carol Gagne
Theresa Gendron
Melissa Goddard
Nancy Hazen
Constance Hopkins
Cynthia Ide
Carolyn Jakubiak
Richard Kirejczyk
Janet Krause
Patricia Loconto
Joan Mackowiak
Nancy Malone, Clerk
Beverly Mara
Olivette M. Marshall
Dominick Marzziotti
Doris A. Metivier, Warden
Karen McInnis, Warden
Mary Murray
Darlene Orne, Clerk
Nancy Paulauskas
Diane Peterson
Marsha Platt
Paula Pogorzelski
Mary Preston

Janet Prunier
Zoe Ann Rasmussen
Diane Raymond
Lois Reed
Wendy Reid
Carol Roseen
Carol Samanen
Joan Shanley
Janet Simas
Maureen Turcotte, Warden
Bernadette Warwick
Andrew Whisenant
Charlotte Wojtaszek
Gail Wixon, Clerk
Brenda Zaleski
Carol Ziemba

GRAFTON HISTORICAL COMMISSION (Three Year Term)

David Therrien, 2020

INFORMATION TECHNOLOGY COMMITTEE (Three Year Term)

David Robbins, 2020 (2 Year)

REGISTRAR OF VOTERS (Three Year Term)

Jodie Lyn McInerney, 2020

TOGETHER WE CAN (One Year Term)

Mark Alves, 2020
Katherine Cederberg, 2020
Diane Racicot, 2020
Deborah J. Trapasso, 2020

TRUSTEES OF SOLDIERS MEMORIALS (Three Year Term)

David Callahan, 2020
Andrew Kjellberg, 2020

ZONING BOARD OF APPEALS (Three Year Term)

Kay Reed 2020
Carl Parisi, 2020 (alternate)

3 c) APPOINTMENTS – TOWN ADMINISTRATOR – ANNUAL APPOINTMENTS

The Board is asked to affirm the Annual Town Administrator Appointment list.

Motion: I move the Board vote to affirm the Annual Town Administrator Appointments as per the Appointment list dated June 16, 2020.

TOWN ADMINISTRATOR APPOINTMENTS

June 16, 2020

BOARD OF ASSESSORS (Three Year Term)

Mary Oliver, 2020

BOARD OF SEWER COMMISSIONERS (Three Year Term)

David Therrien, 2020

BURIAL AGENT (One Year Term)

Justin Sousa

KEEPER OF THE LOCKUP (One Year Term)

Normand A. Crepeau, Jr., 2020

PUBLIC WORKS ADVISORY COMMITTEE (Three Year Term)

Mark C. Durfee, 2020

RECREATION COMMISSION (Three Year Term)

Kristen K. Belanger, 2020

Mikaela Cushman, 2020

Gina Dalan, 2020

TRAFFIC SAFETY COMMITTEE (One Year Term)

John J. Bechard, 2020

Paul Cournoyer, 2020

Normand Crepeau Jr., 2020

Daniel J. Pogorzelski, 2020

John A. Reil, 2020

Scott Rossiter, 2020

Brian Szczurko, 2020

**4 a) NEW BUSINESS – VOTE TO SIGN PURCHASE AND SALE AGREEMENT
FOR 8 PINE STREET WITH GSXVENTURES/O’CONNELL DEVELOPMENT
GROUP**

Motion: I move the Board vote to authorize the Town Administrator to enter into a purchase and sale agreement with GSX Ventures for property located at 8 Pine Street contingent on Town Meeting approval.

From the Law Office of:
Blatman, Bobrowski & Haverty, LLC
9 Damonmill Square, Suite 4A4
Concord, MA 01742
Phone: 978-371-2226
Fax: 978-371-2296

PURCHASE AND SALE AGREEMENT

(hereinafter referred to as the "Agreement")

This day of June 2020.

1. PARTIES AND MAILING ADDRESSES

The Town of Grafton with an address of 30 Providence Road, Grafton, Massachusetts 01519 (hereinafter referred to as the "SELLER") agrees to sell and **GSX Ventures, LLC a Florida Limited Liability Company of 400 SW 1st Avenue, Suite 702, Fort Lauderdale, Florida 33301** (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The premises shown as Parcel F on a certain plan entitled "Plan of Land, Parcel to be conveyed to the Town of Grafton, Located at Grafton State Hospital in the Town of Grafton, Massachusetts, Worcester County, owned by the Commonwealth of Massachusetts prepared for the Division of Capital Asset Management & Maintenance", dated March 29, 2019 prepared for Nitsch Engineering, Inc., recorded in Plan Book 944, Page 89, as more particularly described in the deed recorded with the **Worcester** Registry of Deeds, in Book 60949, Page 392 (hereinafter referred to as the "Premises"). The Buyer and Seller shall agree upon a description of the land which will contain more or less 8.83 acres.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith, if any.

4. TITLE DEED

Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement
- (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;

- (e) Easements, restriction and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said Premises;
- (f) The Easement Agreement dated August 16, 2019 between the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance and the Town of Grafton recorded with said Registry in Book 60950, Page 1.
- (g) The Land Disposition Agreement dated August 16, 2019 between the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance and the Town of Grafton recorded with said Registry in Book 60950, Page 9.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed to purchase price for said Premises is One Million, Seven Hundred and Twenty-Five Thousand and 00/100 Dollars (\$1,725,000.00), of which:

\$0	have been paid with RFP proposal
\$50,000.00	have been paid as a deposit this day
\$61,250.00	is to be paid as a deposit within five (5) days after the Due Diligence Period Defined in Paragraph X of the Agreement
\$1,613,750.00	is to be paid at the time of the delivery of the deed by wire, or by bank check, or attorney's conveyancing account check

\$ 1,725,000.00 TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING")

Such deed is to be delivered at 12:00 o'clock P.M. on **[A DATE CERTAIN BEING 350 DAYS FROM THE SIGNING OF THE AGREEMENT]** or 30 days after the expiration of the Entitlement Period, whichever is sooner, at the **Worcester District Registry of Deeds** or at the office of the conveyancing attorney, if in Worcester or Middlesex County, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were at the time of BUYER's inspection of the Premises, all of BUYER's use and wear thereof excepted, and (b) in compliance with provisions of any instrument referred to in Clause Four (4) hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time of performance hereunder, and thereupon the time for performance shall be extended for a period of thirty calendar days. **Reasonable efforts shall not require the SELLER to spend in excess of \$1,500.00, exclusive of voluntary liens and encumbrances.**

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ect.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded in accordance with customary local conveyancing practice.

15. ADJUSTMENTS

Water and sewer use charges and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year.

17. DEPOSIT

All deposits made hereunder shall be held in escrow by Blatman, Bobrowski & Haverty, LLC as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER. Said deposit to be held in a non interest bearing money market account.

18. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Sellers sole and exclusive remedy at law and in equity.

19. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ect.

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

20. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement, or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s): **None.**

The BUYER acknowledges that BUYER is purchasing the premises and all of the items and personal property being purchased therewith, in an "as-is, as-seen" condition and with all faults without any warranties, express or implied, or representation of any name, nature or description except as contained in this agreement. BUYER waives any right BUYER may ever have had or presently has to terminate this Agreement as the result of the condition of the Premises.

21. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and ensures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The

captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

22. LEAD PAINT LAW

The Parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises (i.e. BUYER herein) must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.

23. HAZARDOUS MATERIALS.

BUYER acknowledges that BUYER has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this agreement. BUYER represents and warrants that it or its agents have conducted a full inspection of the premises, and based upon BUYER'S investigation, BUYER is aware of the condition of the premises and will accept the premises "AS IS". BUYER acknowledges that SELLER has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the premises or for any other condition or defect on the premises. The provisions of this Section shall survive delivery of the deed.

24. ASSIGNMENT.

BUYER shall not assign this agreement or any of its rights hereunder without prior written consent of SELLER, which may be withheld in the SELLER'S sole and absolute discretion.

25. PROPERTY INSPECTION; CONDITION OF PREMISES, BUILDING.

BUYER or BUYER'S agent(s) shall have the right, to enter the premises, upon no less than forty-eight (48) hours written notice to SELLER, at BUYER'S own risk for the purposes of inspecting the premises, provided that BUYER shall not conduct any subsurface tests without SELLER'S prior written consent, which shall not be unreasonably withheld. BUYER shall indemnify, defend and hold SELLER harmless against any claim by BUYER or BUYER'S agents, employees or invitees for any harm to them arising from said entry and shall restore the premises to substantially the same condition as prior to such entry. BUYER acknowledges that the building on the premises, a single family residence, is in a dilapidated condition and not in habitable condition until its septic system passes a Title 5 inspection, and must be brought into compliance with applicable laws, rules, regulations and codes. BUYER shall release, indemnify and save harmless SELLER from any and all liabilities, damages, loss, costs expenses (including any and all attorneys' fees, and expenses of SELLER), causes of action, suits, claims, demands or judgments of any nature whatsoever relating to the condition of the building on the premises. The BUYER hereby expressly waives the requirement that the building be provided with a Title 5-compliant septic system, it being acknowledged that it shall be BUYER'S sole obligation and responsibility, and further smoke and carbon monoxide detectors at the time of the sale. In the

event BUYER finds Hazardous Waste on the premises in quantities that must be reported to the Department of Environmental Protection under the provisions of G.L. c. 21E or the regulations thereunder, and informs SELLER of the same in writing prior to the closing date, this agreement shall be null and void and without recourse to the parties, unless SELLER, at SELLER'S sole and absolute discretion, gives written notice to BUYER within twenty (20) days of receiving BUYER'S notice of its intention to remediate such contamination and thereafter remediates such hazardous condition in full compliance with applicable law within a reasonable period of time, with SELLER paying all of the costs of remediation. Nothing herein shall require SELLER to remediate any contamination on the premises. The provisions of this Section shall survive the delivery of the deed.

26. BUYER'S WARRANTIES.

BUYER hereby represents and warrants:

- (a) This agreement and all documents to be executed by BUYER and delivered to BUYER at the closing are, or at the time of the closing will be, duly authorized, executed and delivered by BUYER.
- (b) BUYER hereby acknowledges and agrees that, except for the representations and warranties of the SELLER expressly set forth in this agreement, the BUYER has not relied upon nor been induced by any representations, warranties, guarantees, promises or statements, whether written or oral, express or implied, or whether made by the SELLER or any employee or representative of the SELLER.

27. CONTINGENCIES

The obligations of BUYER and SELLER are contingent upon the satisfaction of each of the following conditions:

1. Town Meeting shall have authorized the sale of the premises at the price and on the conditions set forth herein;
2. BUYER shall have complied with the disclosure provisions of G.L. c.7C, § 38, and SELLER and BUYER agree to diligently pursue full compliance with said statute. SELLER shall prepare and file all required statements;
3. Compliance with the provisions of G.L.c.30B, §16; and
4. Compliance with any other requirements of the Massachusetts General or Special Laws relative to the sale of the premises by the SELLER, including the BUYER providing a certificate of good standing for the purchasing entity.

If these contingencies cannot be obtained on before the date of the closing, the SELLER may terminate the agreement by written notice to the BUYER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

28. ADDITIONAL PROVISIONS

1. Rider A attached is incorporated herewith by reference.
2. The Buyer must provide and pay all costs related to the purchase and development of the building and the Property.

3. The Buyer shall agree to a permanent deed restriction on the Property that restricts the use of the property to according to Land Disposition Agreement dated August 16, 2019 between the Commonwealth of Massachusetts, acting by and through its Division of Capital Asset Management and Maintenance and the Town of Grafton recorded with said Registry in Book 60950, Page 9. This requirement shall survive the delivery of the deed.

NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATION. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.

The Town of Grafton

SELLER:

GSX Ventures, LLC

BUYER:

RIDER A
TO PURCHASE AND SALE AGREEMENT

Pine Street, Grafton, Massachusetts

BUYERS: GSX Ventures, LLC

SELLER: The Town of Grafton

1. **INSPECTION.** BUYER represents and acknowledges that BUYER has been given the opportunity to conduct any and all inspections of said premises desired by BUYER, including, without limitation, mechanical, structural, utility systems, heating, septic, plumbing and electrical systems, major appliances, pest and termite, lead paint, asbestos, radon, urea formaldehyde foam insulation and any hazardous chemicals, material or substances, and any environmental issues; and the BUYER is fully satisfied with the results of the same, the condition of said premises, and accepts said premises AS IS, except as otherwise provided herein, and is not relying upon any representations or warranties (express, implied, or otherwise) whatsoever of the SELLER or their agents as to the character, quality, use, value, quantity or condition of said premises. The provisions hereof shall survive the delivery of the deed.

The closing of this sale, and acceptance and recording of the deed by the Buyer, shall constitute acknowledgment that the premises and systems contained therein are acceptable, and that the quality of the title delivered is acceptable, and that Seller shall have no further obligations or responsibilities for the condition of the premises or the title, and that Buyer releases Seller from any liability in any way related to the condition of the premises and title. The provisions of this paragraph shall survive the delivery of the Deed.

2. **TITLE.** Except as agreed to hereunder, any matter of practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Massachusetts Real Estate Bar Association at the time for delivery of the deed hereunder shall be governed by said title standard or practice standard to the extent possible.
3. **INTEGRATION.** This agreement supersedes all prior agreements, memoranda and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this Agreement is modified or altered by written agreement signed by the parties hereto. All prior offers, agreements and memoranda, including the Contract (Offer) to Purchase, Listing Sheet and any Statement of Condition, with respect to the transactions contemplated hereby shall be null and void.
4. **AGREEMENT NOT TO BE RECORDED.** This Agreement may not be assigned by the BUYER without the prior written consent of the SELLER and any purported assignment in violation of this provision shall be null and void. In addition, BUYER shall not record a copy of this Agreement or any memorandum or notice thereof in any public office. If BUYER either makes an assignment of its rights under this Agreement or records a copy of this Agreement or any memorandum or notice thereof, SELLER, at its option, may deem BUYER to be in default of its obligations hereunder and may declare SELLER'S obligations hereunder to be null and void and retain BUYER'S deposits hereunder and any interest earned thereon. This provision is not in derogation of the BUYER'S rights under Clause 4 to designate a nominee to take title.

5. **LEGAL COUNSEL.** The parties hereto acknowledge that they have been afforded the opportunity to confer with legal counsel of their own choice prior to the execution of this Agreement.
6. **BUYER DEFAULT.** The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER's default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this Paragraph.
7. **SELLER'S REPRESENTATIONS.** All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this Paragraph shall survive the Closing and delivery of the Deed hereunder.
8. **NOTICE.** Any notices required under this Agreement shall be deemed sufficient if delivered in hand, by facsimile or email, by national overnight courier service, to the BUYER or SELLER at the address set forth in Article 1 above and to their respective attorney as set forth below:

To the SELLER: Christopher J. Alphen, Esq.
Blatman, Bobrowski & Haverty, LLC
9 Damonmill Square, Suite 4A4
Concord, MA 01742
Phone: (978) 371-2226
Fax: (978) 371-2296
Chris@bbhlaw.net

To the BUYER:

In calculating any length of time under this Agreement, the date postmarked or date of sent email shall constitute date of receipt.

9. **EXTENSIONS.** Buyer and Seller hereby authorize their respective attorney or agent, as the case may be, to execute on their behalf any extensions to the time of performance under this Agreement and any change of location for delivery of the deed, and the Buyer and Seller shall be able to rely upon actual signature of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

- 10. COUNTERPARTS AND FACSIMILE/ELECTRONIC SIGNATURES.** For purposes of this Agreement, facsimile and electronic signatures shall be construed as original. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 11. DISPUTES.** In the event of a dispute between the parties, at the written request of either party, the parties agree to submit the dispute for at least three (3) hours of mediation to REBA Dispute Resolution, a subsidiary of the Real Estate Bar Association for Massachusetts, or to another mediator as the parties may agree. Mediation sessions shall be conducted within seven (7) days of the date on which the mediator receives a request for mediation from either party. The rules and procedures of REBA Dispute Resolution or such alternative mediator shall govern the mediation, and the cost and fees of REBA Dispute Resolution or such other mediator shall be shared equally by Buyer and Seller. Any agreement resolving the dispute which is signed by Buyer and Seller pursuant to a mediation conference, shall be binding upon the parties. In the event that Buyer and Seller are unable to resolve their dispute by mediation, either party shall be entitled to proceed to litigation or if mutually agreeable, other dispute resolution procedures.
- 12. NEXT BUSINESS DAY.** If the scheduled closing date, or the date any notice required pursuant to this Agreement is due, falls on a Saturday, Sunday or legal holiday, the Closing Date or due date of said Notice, shall be the next business day.
- 13. SALE PROCEEDS.** Notwithstanding the provisions of Paragraph 8 of this agreement, Seller agrees the sale proceeds may be held in escrow by Seller's attorney following the closing, for a reasonable period of time, until the deed can be recorded in the appropriate registry of deeds.
- 29. DUE DILIGENCE PERIOD.** Buyer shall have one hundred and twenty (120) days after execution of this Agreement to perform any and all Due Diligence desired by Buyer, including but not limited to engineering studies, environmental assessment, and other such studies or reviews required to determine the suitability of the Property for the Buyer's intended use. To accomplish the studies and reviews, including, without limitation, an environmental assessment, the Buyer shall have access to the Property. Buyer agrees to (1) restore the premises as nearly as possible to the condition it was in prior to the performance of any tests, and (2) not disclose the results of such tests to any party other than its principals, accountants, attorney, and lender(s), otherwise, such tests and results shall remain confidential, except if disclosure is required by law. Should Buyer elect to terminate the P&S Agreement, at Buyer's sole discretion, at any time during the Due Diligence Period, Seller shall be required to return all deposits to Buyer and said Agreement shall become null and void and neither party will have any additional claim against the other.
- 30. APPROVALS CONTINGENCY.** Seller acknowledges that Buyer is purchasing the Premises for the purpose of redeveloping the property for residential and commercial use (the "Project"). Buyer's obligation to perform under this Agreement is conditioned upon the Buyer obtaining, at Buyer's cost and expense, the issuance of all governmental approvals required under applicable law by any governmental authority for the development and use of the Project (collectively, the "Approvals").

For purposes of this Agreement, the Approvals shall not be deemed to have been issued unless and until they have been duly granted by the applicable governmental authority without any conditions that are deemed, in Buyer's sole discretion, unreasonable or likely to result in any additional cost, and with all applicable appeal periods having expired without any appeals having been filed, or if appeals have been

filed, unless and until all appeals have been dismissed with prejudice (satisfaction of the foregoing criteria being herein sometimes referred to as the “Approvals Issuance”).

Buyer agrees to use diligent efforts to cause all required plans to be prepared and all applications for the Approvals to be filed as soon as practicable after the execution of this Agreement, and shall thereafter pursue the Approvals Issuance diligently.

In the event that (i) Buyer's application for any Approval is denied by the applicable governmental authority; or (ii) Buyer determines at any time whether before or after its filings, in Buyer's discretion, that there is no reasonable likelihood of obtaining the Approvals Issuance; then in either such event within three hundred (300) days of the signing of this agreement (the “Entitlement Period”) the Buyer shall have the right to terminate this Agreement by giving written notice to the Seller, in which event this Agreement shall be deemed terminated and of no further force or effect, without further recourse to either party at law or in equity. The Deposit in the amount shall be refunded to BUYER forthwith. In the event that such written notice has not been duly and timely received by Seller or Attorney, then this contingency shall be deemed waived by buyer and Buyer shall, thereafter, be bound to perform under all terms and conditions of the Agreement. In no event will the BUYER be deemed to have used diligent efforts to obtain such Approvals unless the BUYER submits an applicable land use application within one hundred and forty (140) days from the date of this agreement. The parties may mutually agree to extend the Entitlement Period. If the Entitlement Period is extended, the closing date specifically defined in paragraph 8 of this Agreement shall automatically be extended by the same number of days.

The Town of Grafton

SELLER:

GSX Ventures, LLC

BUYER:

4 b) NEW BUSINESS – CHAPTER 61A WITHDRAWAL – 42,44,46 EAST STREET

This parcel is being removed from Chapter 61A.

The Board of Assessors, Conservation Commission, and Planning Board have voted not to recommend exercising the Town's right to purchase this parcel.

Motion: I move the Board vote to not exercise it's right to purchase the 1.16 acre parcel of land, Map 28 Lot 9, of 42 East Street.



Town of Grafton
Office of the Board of Assessors
Mary M Oliver – Principal Assessor
30 Providence Road
Grafton, MA 01519

Tel. (508) 839-5335 Ext 1165 • Fax (508) 839-4602
TTY (508) 839-1415
Email: oliverm@grafton-ma.gov

May 12, 2020

TO: Board of Selectmen

FROM: Board of Assessors

RE: Chapter 61A recommendation
Lot 44R, 46R East Street. Brooks Family Trust

The Board of Assessors has reviewed the notice of intent to withdraw a 1.16 acre portion of land, Map 28 Lot 9, of 42 East Street. At their meeting on May 12, 2020, the Board of Assessors voted not to recommend exercising the Town's right to purchase.



Grafton Conservation Commission

GRAFTON MEMORIAL MUNICIPAL CENTER

30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519

Phone: (508) 839-5335 ext. 1138 • FAX: (508) 839-4602

www.grafton-ma.gov • concom@grafton-ma.gov

Memo

Date: May 20, 2020

To: Select Board

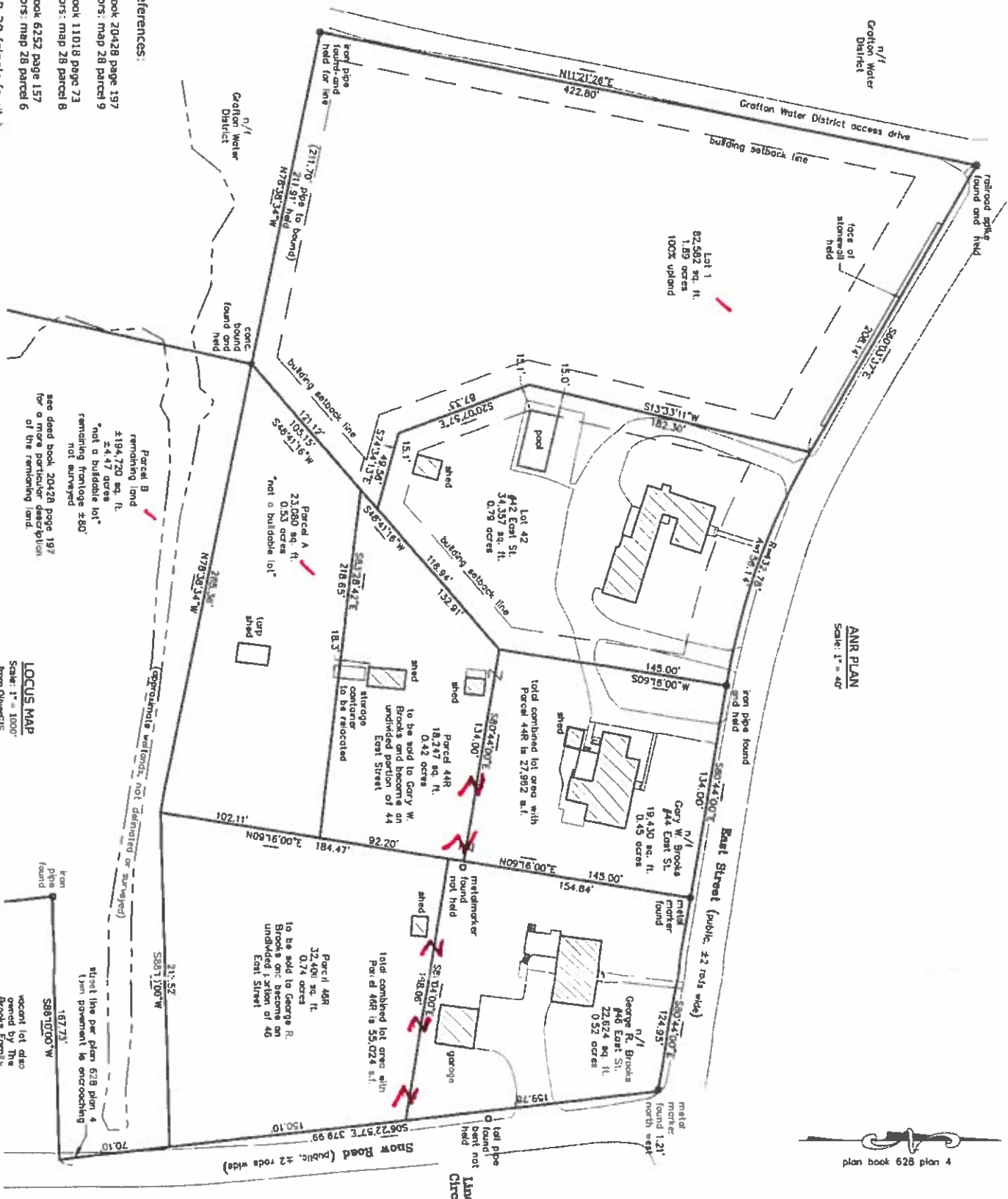
From: Leah Cameron, Conservation Agent *LC*

Re: Chapter 61 Removal – Lots 42, 44, 46 East Street

Please be advised that the Commission determined at their May 19, 2020 meeting that they are not interested in pursuing the purchase of these parcels.

5x11.81T'A

20' x 11.81' T'A



LOCUS REFERENCES:
#42 deed book 20428 page 197
assessors: map 28 parcel 9
#44 deed book 11018 page 73
assessors: map 28 parcel 8
#46 deed book 6252 page 157
assessors: map 28 parcel 6

Zoning: R-20 (single family)
min. lot area: 20,000 s.f.
min. frontage: 120'
min. front yard: 30'
min. side yard: 15'
min. rear yard: 15'

note: the lot is fully located within the Town of Grafton Water Supply Protection Overlay District.

Purposed Statement:
The Purpose of this plan is to Subdivide the land at 42 East St. into Lot 42, Lot 1, Parcel 44R, Parcel 46R, Parcel A, and Parcel B. Also the purpose of this plan is to make parcel 44R an undivided portion of #44 East St. and to make parcel 46R an undivided portion of #46 East St.

Note: Lot 1, Parcel A, and Parcel B are to stay in the current ownership as portions of one contiguous 614 agricultural land.

ANR Justification:
Lot 1 and Lot 42 meet or exceed the minimum requirements for Lot Frontage, Lot Area, Lot Width and Upland Area. The remaining parcels are labelled as "not a buildable lot".



ANR PLAN
located at
42, 44, & 46 East Street
North Grafton, MA
Assessors Map 28 parcel 9

42 owned by
George C. Brooks and Marjorie A. Brooks,
Co-Trustees of The Brooks Family Trust
42 East Street
North Grafton MA, 01536

44 owned by
Gary W. Brooks & Karen Fleming-Brooks
42 East Street
North Grafton MA, 01536

46 owned by
George R. Brooks & Diane M. Brooks
46 East Street
North Grafton MA, 01536

Scale: 1" = 100' approximate		FOR REGISTRY OF DEEDS USE ONLY	
APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED GRAFTON PLANNING BOARD		DATE: 2-7-20 PLS #41786	
COMPLIANCE WITH ZONING OR OTHER REGULATIONS IS NEITHER EXPRESSED NOR IMPLIED		DATE: 2-7-20 PLS #41786	
I CERTIFY THAT THE REPRESENTATION OF THIS PLAN ON THIS REGISTRY OF DEEDS IS TRUE AND CORRECT.		DATE: 2-7-20 PLS #41786	
Field By: JUNH 8/10/18		Checked By: NGH 3/29/19	
Designed By: BOH 3/26/18		Checked By: NGH 3/29/19	
Drawn By: BOH 3/26/18		Checked By: NGH 3/29/19	
Checked By: NGH 3/29/19		Checked By: NGH 3/29/19	
Job No. G9262		Job No. G9262	
Date: Feb. 11, 2020		Date: Feb. 11, 2020	
Sheet No. 1 of 1		Sheet No. 1 of 1	

Land Planning, Inc.
Civil Engineers • Land Surveyors
Environmental Consultants

Bellingham
167 Hartford Ave
Bellingham, MA 02019
508-998-4130

North Grafton
214 Worcester St
N Grafton, MA 01536
508-439-9526

Hanson
1115 Main Street
Hanson, MA 02341
781-294-1444
www.landplanninginc.com

7 a) DISCUSSION – REVITALIZATION OF RECYCLING/GREEN COMMITTEE
– DOREEN DEFAZIO

See the attached Committee Charge.



OFFICE OF THE SELECT BOARD

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

*Jennifer Thomas, Chairman
Doreen DeFazio, Vice Chair
Peter Carlson, Clerk
Edward Prisby
Donna Stock*

Adopted: June 16, 2020

SELECT BOARD CHARGE

NAME: **Grafton Recycling/Solid Waste Study Committee**

MEMBERSHIP: 5 Members appointed by the Select Board
One Selectmen Member, One municipal staff member,
Three Members-at-Large

TIMETABLE: To begin upon appointment for a one year term, to be disbanded after acquiring the information required.

Section 1: The Recycle/Solid Waste Study Committee is an appointed committee that acts as an advisory role to the Select Board and Town Administrator.

Section 2: The function of a Grafton Recycling/Solid Waste Study Committee is to assist in stabilizing the Town's predicted increase solid waste expenses in FY22.

Section 3: The duties and responsibilities of the committee is to provide data and expertise from these industries, both of the recycling market and trends, as well as curbside solid waste options, in order for the Board to make future solid waste\recycling contract decisions.

Grafton Select Board

Jennifer Thomas, Chairman

Doreen DeFazio, Vice Chair

Peter Carlson, Clerk

Donna Stock

Edward Prisby

7 c) DISCUSSION – FY21 BUDGET